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Attorney for Plaintiff

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BARCLAY GUNDERSON,)	No. 2:22-cv-1365 DB
)	
Plaintiff,)	STIPULATION AND ORDER FOR
)	THE AWARD AND PAYMENT OF
v.)	ATTORNEY FEES AND EXPENSES
)	PURSUANT TO THE EQUAL
KILOLO KIJAKAZI,)	ACCESS TO JUSTICE ACT, 28
Acting Commissioner of Social)	U.S.C. § 2412(d), AND COSTS
Security,)	PURSUANT TO
)	28 U.S.C. § 1920
Defendant.)	
)	
)	
)	

IT IS HEREBY STIPULATED by and between the parties through their undersigned counsel, subject to the approval of the Court, that BARCLAY GUNDERSON be awarded attorney fees and expenses in the amount of TWO THOUSAND SIX HUNDRED EIGHTY DOLLARS AND TWENTY THREE CENTS (\$2680.23) under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), and costs in the amount of ZERO dollars under 28 U.S.C. § 1920. This amount represents compensation for all legal services rendered on behalf of Plaintiff by counsel in connection with this civil action, in accordance with 28 U.S.C. §§ 1920; 2412(d).

1 After the Court issues an order for EAJA fees to BARCLAY
2 GUNDERSON, the government will consider the matter of BARCLAY
3 GUNDERSON assignment of EAJA fees to Betty Herrera. Pursuant to *Astrue v.*
4 *Ratliff*, 560 U.S. 586, 598 (2010), the ability to honor the assignment will depend
5 on whether the fees are subject to any offset allowed under the United States
6 Department of the Treasury's Offset Program. After the order for EAJA fees is
7 entered, the government will determine whether they are subject to any offset.

8 Fees shall be made payable to BARCLAY GUNDERSON, but if the
9 Department of the Treasury determines that BARCLAY GUNDERSON does not
10 owe a federal debt, then the government shall cause the payment of fees,
11 expenses and costs to be made directly to Betty Herrera, United Disability
12 Lawyers Group, pursuant to the assignment executed by Plaintiff. Any payments
13 made shall be delivered to Betty Herrera.

14 This stipulation constitutes a compromise settlement of Plaintiff's request
15 for EAJA attorney fees, and does not constitute an admission of liability on the
16 part of Defendant under the EAJA or otherwise. Payment of the agreed amount
17 shall constitute a complete release from, and bar to, any and all claims that
18 BARCLAY GUNDERSON and/or Betty Herrera including United Disability
19 Lawyers Group may have relating to EAJA attorney fees in connection with this
20 action.

21 This award is without prejudice to the rights of Betty Herrera and/or
22 United Disability Lawyers Group to seek Social Security Act attorney fees under
23 42 U.S.C. § 406(b), subject to the savings clause provisions of the EAJA.

24
25
26 Dated: 02/03/2023

UNITED DISABILITY

27 By: /s/ Betty Herrera

BETTY HERRERA

Attorneys for Plaintiff

1
2 Dated: 02/03/2023

TRACY L. WILKISON
United States Attorney

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5 By: /s/ Marcelo Illarmo*

Marcelo Illarmo

6 * *By email authorization on 02/03/2023*
7 Special Assistant United States Attorney
Attorneys for Defendant

8 **ORDER**

9 Pursuant to the parties' stipulation, IT IS SO ORDERED.

10 DATED: May 24, 2023

/s/ DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE